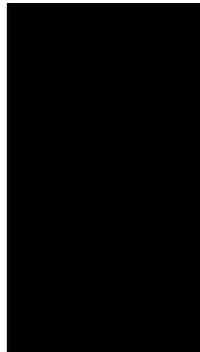
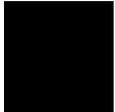
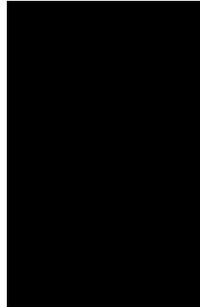




Hamburg  
Messe + Congress



# General Terms And Conditions For Events



**1. Scope**

1.1 These General Terms and Conditions for Events apply to the provision of premises, facilities and spaces etc. and to the rendering of services in relation to trade fairs, exhibitions, conferences, meetings, shows and other events (hereinafter called "Events") at the CCH – Congress Center Hamburg, on the exhibition campus and on surrounding outdoor spaces (concourses, etc.) including car parking areas / indoor parking (hereinafter called "places of assembly").

1.2 The contracting parties are Hamburg Messe und Congress GmbH (below referred to as HMC) and its contractual partner (below referred to as Organiser). To improve readability, this document does not use the masculine, feminine and non-binary grammatical forms concurrently. All words referring to individuals apply to all gender identities. If the Organiser (who may be, e.g. an agency) organises the event for a third party (Performing Third Party), it must disclose this to HMC at the time this contract is signed. Clause 2.5 applies in addition.

1.3 These General Terms and Conditions for Events apply exclusively; HMC does not accept and rejects any differing or conflicting terms and conditions of the Organiser unless HMC expressly consents to in writing as an exception.

1.4 The HMC "Technical Guidelines/Regulations For Trade Fairs And Exhibitions", the "HMC House Rules", and the "General Terms of Business for Internet Access" apply in addition to these General Terms and Conditions for Events. The "Safety Policy for Conventions, Conferences and Exhibitions" apply additionally to events involving activities which could pose a fire hazard, pyrotechnics, lasers or fog machines, or the building or use of platforms, grandstands or stages, or installation of decorations or stage, studio, lighting or other technical equipment by the Organiser or its contractors. If the Organiser plans to engage in any such activities or set up such structures, it is required to notify HMC accordingly using the "Mandatory Information Form / Event Description" for its Event. The Organiser may request the current safety policy if a copy was not attached to the contract.

The Organiser shall ensure that the House Rules are presented to and followed by the visitors and the persons commissioned and/or engaged by the Organiser (employees, vicarious agents, subcontractors or other third parties such as agencies, technical companies, speakers, artists etc.) as unconditionally applicable and binding, and that the safety or technical guidelines are additionally presented to and observed by all persons commissioned and/or engaged by the Organiser.

1.5 All terms and conditions are available in the download section for exhibitors at:  
[www.hamburg-messe.de](http://www.hamburg-messe.de) and [www.cch.de](http://www.cch.de)

1.6 These General Terms and Conditions for Events only apply to companies, legal entities under public law or special funds under public law within the meaning of section 310(1) of the German Civil Code (BGB).

**2. Conclusion of contract and duties of the Organiser**

2.1 All contracts are valid only if concluded in written form. For this purpose, HMC sends the contract and any annexes to the Organiser by e-mail, post or using a

suitable electronic signature method (such as DocuSign). The Organiser shall then sign and return it to HMC within the period as indicated by HMC. Acceptance and conclusion of the contract is effected by HMC countersigning a copy of the contract and returning it back to the Organiser.

Any amendments to the contract, particularly additions to the subject matter or orders, are void unless confirmed by HMC in textual form as a minimum (letter, fax or email).

2.2 Any reservations and options lose their validity at the latest on expiry of the period set for return as indicated in the contract for the Event. Separate notification of the Organiser is therefore not required.

2.3 Objection is hereby raised to any imputed extension of the Event contract on the grounds of continued use following expiry of the period of use. Section 545 of the German Civil Code (BGB) shall not apply.

2.4 If the Organiser contracts any third parties (e.g. subcontractors / agencies) in connection with the conduct of the Event and/or if the Organiser permits any third parties to prepare, run and/or organise the Event, the Organiser hereby undertakes, on the first request of HMC, to fulfil the obligations incumbent on the third party or third parties towards HMC. The Organiser shall be obliged to accept the actions and declarations of the third party as its own against itself.

2.5 If the Organiser organises the event for a Performing Third Party, the Organiser must name the Performing Third Party as such in writing in the contract with HMC and must inform the Performing Third Party about all contractual obligations, including these General Terms and Conditions for Events, the Safety Guidelines and the Technical Guidelines as well as the House Rules, and oblige the Performing Third Party to comply with them vis-à-vis HMC, and to conclude a contract with HMC for the benefit of HMC (BGB, Section 328). The Organiser, as the contractual partner of HMC, also remains responsible towards HMC for the fulfilment of all obligations. Accordingly, all obligations of the Organiser under these Terms and Conditions for Events apply jointly and severally to the Performing Third Party, as well. Furthermore, the Performing Third Party is a vicarious agent of the Organiser; the Organiser must allow the actions and declarations of the Performing Third Party and the persons commissioned by it to apply to and for itself as if they were its own.

2.6 Subletting premises, whether in whole or in part, for a charge or free of charge, to third parties who are not contractual partners or organisers as defined in Clause 2.5, is prohibited unless confirmed in writing by HMC as a minimum. Approval after conclusion of contract may be refused or revoked by HMC without stating reasons. No separate agreement from HMC is needed for subletting rooms and spaces let under this contract for the purposes set out therein.

2.7 The Organiser is required to indicate clearly and unambiguously in all external communications, especially in advertisements and on printed matter, posters, admission tickets and invitations, etc., that the Event is being run by the Organiser and not by HMC.

**3. Subject of contract**

3.1 The HMC premises, spaces, facilities, etc. as specified in the contract are provided on condition that the officially approved escape routes and seating and/or hall plans, including the specified number of persons, for the purpose specified by the Organiser and confirmed by HMC.

3.2 The Organiser shall submit detailed Event plans to HMC. For the purposes of smooth preparation and execution of the Event, the Organiser shall provide HMC with comprehensive information on the programme for the planned Event, the services required, the organisational and technical details, the admission times, the assembly and disassembly times, the breaks and space allocation no later than eight weeks before the beginning of the Event, at least in textual form. The "Mandatory Information Form / Event Description" for the Event must be completed by the Organiser and received by HMC at least eight weeks before the start of the Event. For seated Events with advance ticket sales, the specific space allocation (seating plan) shall be agreed with HMC before the start of advance ticket sales. The completion and due submission of the "Mandatory Information Form / Event Description" are material contractual duties of the Organiser. Any failure or delay on the part of the Organiser regarding these duties may lead to restrictions in respect of the Event.

In case of Events agreed upon at short notice, i.e. where there are less than eight weeks between the establishment of the contractual relationship and Event execution, the above event information must be submitted immediately.

3.3 A contractually binding, final seating plan/hall layout plan shall be established by the parties at least four weeks before the beginning of the Event. Any designated seats for HMC representatives, police officers, fire crew, paramedic staff and security services staff must be kept free and provided free of charge.

HMC will provide plans of the venue for the Organiser, showing the usable spaces. The Organiser shall enter into the plans the spaces to be occupied during the Event, and submit the duly completed plans to HMC at least four weeks before the beginning of the Event for examination and approval.

3.4 Any changes to or inside the venue, especially relating to the purpose of use or to the escape routes and seating plans/hall layout plans involving a fixed number of attendees, is subject to prior approval by HMC in textual form. Any official permits needed must be obtained by the Organiser at its own expense and risk. The Organiser must not admit more visitors to the premises than the maximum specified.

**4. Admission tickets**

4.1 The number of admission tickets issued must not exceed the number of seats available according to the authorised seating plan or, in case of events without seating, the number of persons approved by HMC in textual form as a minimum.

4.2 In case of events without seating, the Organiser must provide HMC with proof of the number of admission tickets actually printed if so requested by HMC.

4.3 If an agreement has been reached that HMC will receive a share of the Organiser's proceeds from the sale of admission tickets, the Organiser is obliged to inform HMC of the gross revenues using a form which meets the requirements of the tax office or in another form as required by HMC, not later than three days after the end of the Event, without any separate request on the part of HMC. If, for reasons for which the Organiser is responsible, the revenue statement is not submitted on time, the Organiser shall pay to HMC for each day of the delay an appropriate contractual penalty to be determined by HMC at least in text form which, in the event of a dispute, shall be reviewed in terms of its appropriateness by the competent court of law. In the event of a permanent infringement, repeated setting of the penalty is permissible. Any other claims and rights of HMC remain unaffected. However, a contractual penalty shall be set off against any corresponding claim for damages.

4.4 The design of the admission tickets is to be agreed jointly by the Organiser and HMC.

**5. Cloakroom**

5.1 HMC may require visitors of events to leave their coats at the cloakroom (e.g. for reasons of safety or fire prevention or for reasons related to the nature of the Event). The cloakroom areas designated by HMC are to be used for handing in coats etc. Any required cloakroom staff or additional spaces will be provided by HMC at the Organiser's expense. Unless the Organiser agrees to bear the costs, visitors will be charged a cloakroom fee. If applicable, the Organiser is must require the visitors of its Event to use the cloakroom, subject to the terms and conditions as posted.

5.2 In the absence of the circumstances described in Clause 5.1, cloakrooms for visitors may be set up on the exhibition premises and HMC may be asked to provide a cloakroom management service for a fee, or the cloakrooms may be used by the Organiser for a fee and operated by the Organiser or a third party. The arrangements and details must be discussed and agreed with HMC at least four weeks before the start of the Event.

5.3 Visitors of the CCH and the exhibition campus may deposit luggage at the cloakroom for a storage fee, subject to the terms and conditions as posted.

5.4 HMC accepts no liability for coats or the contents of bags left outside the cloakroom areas on unsupervised coat racks. Similarly, HMC accepts no liability for valuable items, money or keys left in bags or backpacks or in coats left at the cloakroom. The above limitations of liability only apply to the extent that HMC's liability is likewise excluded or limited pursuant to Clause 16. Clause 16 applies accordingly.

5.5 For safety reasons, HMC may prohibit carrying bags or backpacks on the premises, or require bag and / or body searches.

**6. Food and beverages**

6.1 The Organiser is prohibited from offering food, beverages, refreshments or similar, whether directly or through third parties, in the event rooms and/or on the event premises, and from bringing such items to the event premises. Providing food service on the event

premises is the exclusive right of HMC. HMC may, however, contract third parties to provide these services. HMC is currently exclusively bound to Käfer-Service-Hamburg GmbH.

- 6.2 The Organiser is prohibited from engaging in any commercial activities beyond the immediate execution of the Event hereunder or from including any third-party commercial operators, such as merchandisers, florists or tobacconists, in the event without HMC's prior written consent. If so approved by HMC, HMC may – unless agreed otherwise – charge reasonable stand rental fees or a percentage of the sales revenues. HMC may set the amount of such fees at its reasonable discretion. In the event of a dispute, the competent court of law may review the appropriateness of the amount as set.

**7. Advertising and sales activities**

- 7.1 No advertising or sales activities of any kind are permitted at the CCH, on the surrounding premises ("Congressplatz"), and on the HMC exhibition campus unless approved in advance by HMC in textual form as a minimum. This approval is subject to a fee.
- 7.2 Advertising for the Event is the sole responsibility of the Organiser. In the event of infringements of copyright, image, name and trademark rights or other commercial property rights, the Organiser shall indemnify HMC for all third-party claims.
- 7.3 HMC may list the Event in its programme and on the Internet if so approved by the Organiser.
- 7.4 The Organiser shall exclusively use the original HMC logos provided by HMC for advertising in printed matter, on posters and admission tickets, on the Internet etc., and only as stipulated in the contract for the Event at the respective venue. HMC may revoke this permission at its own discretion.
- 7.5 HMC may offer or allow the Organiser the use of advertising media on and around the premises and venues for a fee but is under no obligation to do so. In particular, any advertising media attached to the HMC buildings and structures or otherwise visible from public spaces are subject to a charge. Additional details are covered by Clause 10.4.
- 7.6 HMC is under no obligation to remove any advertising materials already present on its premises, including without limitation any advertising materials which compete with advertisements of the Organiser. The Organiser may not cover covering any existing advertising panels without HMC's prior approval, which is subject to a fee.

**8. GEMA copyright fees**

The Organiser is solely responsible for meeting its obligations towards the GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte – German Society for Musical Performing and Mechanical Reproduction Rights) and/or the GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH – Society for the Exploitation of Ancillary Copyrights), and/or any other such collecting societies, by duly reporting performances or reproductions of any protected works and paying the relevant fees. HMC may require the Organiser to present written proof of proper reporting of the event and/or

payment of applicable fees. If the Organiser is unwilling or unable to produce proof or proper payment of the fees, HMC may require the Organiser to make a security deposit it deems appropriate prior to the Event to cover any applicable fees.

**9. Compensation / security deposit**

- 9.1 The terms of compensation for use and for any ancillary services provided as well as the payment terms are as set out in the contract.  
The final invoice for all services shall be made out after the end of the Event, allowing for any advance payments and/or down payments already made, and shall be due and payable within 14 days after dispatch of the final invoice by HMC.
- 9.2 HMC may require the Organiser to provide reasonable security, for example in the form of a guarantee, which meets the requirements of Section 108 of the German Code of Civil Procedure (ZPO), for the payment of the agreed compensation and for any other claims. HMC may determine the amount of the security at its reasonable discretion.
- 9.3 If the Organiser fails to meet the specified payment deadlines, the Organiser shall be in default with immediate effect. No reminder pursuant to section 286 (2) subs. 1 of the German Civil Code (BGB) shall be required. HMC is entitled to charge interest at the statutory default interest rate. HMC reserves the right to assert further damages.
- 9.4 The Organiser may not offset any of its claims against pending claims which are undisputed or established as final and absolute by judicial ruling.
- 9.5 The Organiser may not assign its rights arising from this contract to any third parties. Section 354a of the German Commercial Code (HGB) remains unaffected.
- 9.6 The Organiser is responsible for paying all fees and taxes arising from the execution of the Event. The Organiser shall pay statutory value-added tax as applicable at the time on all revenues from the Event (sale of tickets, programmes, etc.). The Organiser shall pay any social security contributions due on the fees of artists in due time to the relevant provident fund (Künstlersozialkasse).
- 9.7 The Organiser assigns all of its claims arising from the (pre-) sale of tickets to HMC, and all such claims are deemed to have been assigned to HMC in advance by signing these General Terms and Conditions for Events. HMC may release these claims in whole or in part at any time. At the Organiser's request, HMC shall release the claims to the extent that they exceed HMC's anticipated claims of under the event agreement. The Organiser remains entitled to collect the claims as long as HMC does not object to the collection.

**10. Handover / conditions / return**

- 10.1 Before handover of the premises and on their return, an inspection and acceptance walk must be conducted to ensure that the relevant space are in acceptable condition, including the technical facilities, emergency exits, escape routes, installations and equipment. The Event manager appointed by the Organiser must be present for this inspection. HMC will draw up a handover and acceptance certificate recording the condition of the premises used. The certificate is to be signed by both parties.

- 10.2 All objects, structures and decorations brought onto the premises by the Organiser or by third parties acting on the latter's instructions shall be completely removed by the Organiser by the agreed time of the end of use, and the previous condition shall be reinstated. Once the term of use has expired, any remaining items may be removed by HMC at the Organiser's expense. The Organiser must ensure that no waste is left behind on the HMC premises. In particular, the Organiser must fully and duly dispose of any waste remaining on the HMC premises after the end of the set-up phase and after the end of the Event. If the Organiser fails to do so, HMC shall be entitled to have the waste removed at the Organiser's expense and to bill the Organiser for the ensuing costs. The costs for this are as agreed with the Organiser or otherwise as set out in the conditions on the waste disposal order form in the Services folder. If the premises are used for several days, they must be cleaned periodically during the event. The Organiser bears the expense of cleaning.
- 10.3 HMC reserves the right to charge storage fees for any items not removed or collected as agreed. Furthermore, HMC may arrange for immediate removal and storage of such items at the expense and risk of the Organiser.
- 10.4 Any changes to the objects used, or bringing in heavy or bulky objects, or attaching decorations, signs or posters, is subject to charges and requires HMC's prior inspection and written approval. This applies in particular to any fixed signs, posters, advertising boards and signposts on the premises and to any required compensation measures which need to be taken if the smoke extraction system is deactivated, for example because of pyrotechnic displays or the use of fog machines and hazers, etc. These measures shall exclusively be taken by service providers duly authorised by HMC. It is prohibited to attach or nail anything to the façades or interior or exterior walls or parts thereof. In case of non-compliance HMC reserves the right to remove any attached objects or to have them removed by third parties. Any resulting costs will be invoiced to the Organiser, and any resulting damage will be repaired at the Organiser's expense. When requesting HMC's consent, the Organiser must submit to HMC any clearance certificates issued by the relevant authorities.
- 11. Compliance / Security and services**
- 11.1 HMC guarantees and shall be responsible for ensuring that the facilities subject to this agreement meet all legal requirements and / or other government regulations, obligations and approval requirements applicable at the time of the Event.
- 11.2 The Organiser is solely responsible for and bears all costs of ensuring safety and security at the Event and for obtaining, adhering to and complying with all legal and/or official requirements, regulations and permits, in particular the provisions set out in the law for the protection of youth (JuSchG), the trade regulation act (GewO), the non-smoking act, the act on occupational health & safety (ArbSchG), the act on working hours (ArbZG), the accident prevention regulations published by the professional liability insurance associations, and the statutory regulations for places of assembly, in particular the Hamburg ordinance governing event venues (VStättVO). The Organiser must comply with all official and statutory duties of registration and notification, obtain any required permits unless stipulated otherwise in these Terms and Conditions for Events or in the contract, and present them no less than 12 weeks before the start of the set-up phase. In particular, it is important to check whether the Event needs to be classified pursuant to sections 64 et seq. of the trade regulation act (GewO) and whether a change of use permit is required for Events other than trade fairs and exhibitions. At the Organiser's request HMC will provide addresses etc. of the relevant authorities and institutions.
- 11.3 The Organiser is responsible for smooth execution of the Event and for ensuring orderly conduct, public safety and order, and shall take the necessary measures at its own expense. The Organiser represents that the planned Event, to the best of the organiser's knowledge and belief, poses no risks of any kind to security, public safety and order. The Organiser bears the full risk of the Event and of its preparation and subsequent processes.
- 11.4 On HMC's request the Organiser shall name a person with decision-making authority who will be the Event Manager. The Organiser or appointed Event Manager (instructed pursuant to sections 38 ff. of the Hamburg ordinance governing event venues (VStättVO)) must be responsible, present and available at all times during the Event and the official assembly and disassembly times. The Event Manager shall participate in a joint tour of the venue to become acquainted with the meeting rooms and take note of the emergency exits and escape routes. At the request of HMC, the Event Manager shall attend a coordination meeting prior to the Event in order to be briefed on the relevant rules and regulations. This Event Manager must guarantee that the security staff, fire safety officers and paramedics can liaise with HMC, the police, the fire brigade and the rescue service and shall take any decisions which may be necessary upon consulting with HMC's appointed contact persons as well as the authorities and external services (e.g. fire brigade, police, Department of Public Works, Department of the District, medical service, paramedic service). The Event Manager must ensure the orderly and safe conduct of the Event. The Event Manager is under obligation to call a halt to the Event if persons at the venue are in danger or at risk because any equipment, facilities or systems which are vital for safety are not in working order, or if the Hamburg ordinance governing event venues (VStättVO) are not being (or cannot be) complied with. Furthermore, the Event Manager is required to be present at all safety briefings, especially at meetings regarded as obligatory by the fire brigade and/or the police and/or HMC. A designated HMC staff member (Duty Officer, CvD) will assist the Event Manager.
- 11.5 Professional event technicians ("Verantwortliche für Veranstaltungstechnik" / "Fachkräfte für Veranstaltungstechnik") must be provided at the Organiser's expense for assembly and disassembly of stage, studio and lighting equipment according to section 40(I) to (VI) of the Hamburg ordinance governing event venues (VStättVO). A designated HMC staff member shall assist these technicians.
- 11.6 The Organiser shall comply with the fire prevention regulations and all other safety regulations that apply to places of assembly, in particular sections 41 et seq. of the Hamburg ordinance governing event venues (VStättVO), the relevant statutory requirements, and the recommendations published by VDE - Association for

Electrical, Electronic and Information Technologies. The Organiser shall appoint a fire safety officer if so requested by the fire brigade or HMC. The resulting cost shall be borne by the Organiser.

- 11.7 The Organiser shall arrange for the necessary supervision, security, inspection, cloakroom and admission services for the Event, including assembly and disassembly times. For admission and security, the Organiser must exclusively use properly qualified personnel who are familiar with the venue and have properly skilled assistants to help evacuate the building in the event of danger. In case of doubt the minimum number of security staff will be specified by HMC. At positions and in locations relevant to the safety and security of the venue, HMC will deploy the required personnel by separate agreement with, and at the expense of, the Organiser. Proof of qualification of this personnel must be submitted to HMC on request. HMC's technical equipment must only be operated by persons appointed by HMC.
- 11.8 The emergency exits, escape routes and fire extinguishing equipment must be kept unobstructed and fully accessible at all times. Certain areas of both the CCH and the exhibition campus are monitored by CCTV systems for security reasons. These areas are marked accordingly.
- 11.9 The Organiser must comply with the relevant noise control regulations. In the event of a breach of noise control regulations, HMC reserves the right to interrupt the event or, in the event of continued breaches, to terminate it. The Organiser is fully responsible for any resulting claims for damages. The Organiser must provide its visitors with sufficient quantities of earplugs on request.
- 11.10 The Organiser is under legal obligation to ensure safety with regard to the premises, spaces, facilities etc. placed at its disposal during its Event.
- 11.11 For safety and organisational reasons, the use of cranes and ride-on motorised forklift trucks and other industrial trucks for loading and unloading and for assembly and disassembly is restricted to the shipping companies approved by HMC.
- 11.12 Suspending items from ceilings and providing attachment points must be handled by HMC exclusively. Changes to the suspension system may only be made by HMC. HMC will subcontract these jobs to specialist companies. When items are attached to the attachment points provided, the applicable regulations and relevant standards must be complied with. The associated costs shall be borne by the Organiser.
- 11.13 Utility services for electricity, water/waste water, fume extraction and compressed air as well as connections to the HMC sprinkler system must be ordered from HMC. The supply equipment will be installed pursuant to the Technical Regulations at the expense of the contracting party. HMC will record the consumption of resources and bill the contracting party in accordance with the respective price list or with other conditions as agreed.
- 11.14 Telecommunications connections (including Internet access, except visitor WiFi) must be ordered from HMC

and will be invoiced in accordance with the terms of HMC applicable at the time. The "General Terms of Business for Internet Access" apply. These may be reviewed in the download section for event organisers at: [www.hamburg-messe.de](http://www.hamburg-messe.de) and [www.das-neue-cch.de](http://www.das-neue-cch.de).

- 11.15 Stand security surveillance may only be provided by HMC. HMC will subcontract these services to specialist companies. The same applies to the cleaning of the sanitary facilities, aisles, thoroughfares, meeting rooms and conference rooms.
- 11.16 For each case of culpable breach of any of the obligations in this Clause 11, the Organiser shall pay to HMC an appropriate contractual penalty to be determined by HMC at least in text form. In the event of a dispute, the amount and appropriateness of this contractual penalty may be reviewed by the competent court. To the extent that the Organiser does not cease the breach within a period of time set by HMC in writing, a new period may be set (etc.). Any other claims and rights of HMC remain unaffected. However, half of the applicable contractual penalty shall be set off against a corresponding claim for damages.
- 11.17 As a general principle, HMC provides the Organiser and, where applicable, the Organiser's exhibitors with a range of services for all aspects of the Event, either by rendering the services directly or by having them rendered by its contractors. The details are set out in the HMC services folder which HMC will forward on request.
- 12. Cancellation / operational and usage risk / Force Majeure**
- 12.1 If the Organiser does not hold the Event or wishes to postpone the Event for a reason for which HMC is not responsible, HMC has the option of charging a flat cancellation fee rather than claiming a separately costed compensation amount from the Organiser. The Organiser shall then be obliged to pay the following flat portion of the agreed compensation: in case of cancellation of the Event –  
 up to 12 months before the start of the Event: 50 %  
 up to 6 months before the start of the Event: 75 %  
 Cancellation at a later date: 100 %

These flat rates apply mutatis mutandis in case of any reduction of the space used for an Event, partial cancellation or postponement of an Event. The Organiser must give notice of cancellation in written form. The date HMC receives the notification is the date relevant for calculating the cancellation fee.

The Organiser has the right to submit proof that no damages were in fact incurred, that the amount of damages incurred is lower than the flat rate. If HMC incurred greater damages than would be covered by the flat rate, HMC may claim a higher amount of compensation. The burden of proof in this case shall lie with HMC.

- 12.2 The Organiser bears the general operating and usage risk for the premises, facilities and areas entrusted to it as agreed, as well as for the services to be rendered to it (basis of business in accordance with § 313 BGB).
- 12.3 If HMC is unable to meet its contractual obligations for a reason within its own control, the Organiser will be reimbursed for its payments made. HMC is only liable for any resulting damage incurred by the Organiser to the

extent defined by the provisions of Clause 16. The Organiser may make no further claims. Clause 12.4 remains unaffected.

- 12.4 The contracting parties may terminate the contract prematurely for compelling reasons, in particular force majeure, with due consideration of the interests of the other contracting party. As a minimum requirement, notice must be given in writing. Section 314(3) of the German Civil Code (BGB) shall not apply. In the event of termination, each party shall bear its own costs and/or expenses incurred up to the time of termination. Costs incurred for externally ordered third-party services which would have to be reimbursed to HMC by the Organiser in the event of continuation of the contract and which cannot be cancelled shall be reimbursed to HMC by the Organiser. In addition, HMC may claim against the Organiser for general reimbursement of expenses and costs a reasonable amount to be determined by HMC at its reasonable discretion, not to exceed a maximum of 25 % of the agreed compensation.

Force majeure within the meaning of this provision shall be deemed to exist in particular in an event which is beyond the influence of the contracting parties. For example, events such as war, civil war, armed conflict, acts of terrorism, political unrest and/or the use of chemical, biological, or biochemical substances or nuclear energy are deemed to constitute Force Majeure.

### **13. Termination by / withdrawal of HMC**

- 13.1 HMC may terminate the contract prematurely or withdraw from the contract in the event of a breach of material contractual obligations by the Organiser. In particular, this is the case if:

- a) the payments to be made by the Organiser have not been made or not been made in time and/or the securities to be provided by the Organiser have not been provided in due time,
- b) the event leads to a disturbance of public safety and order or damage to the reputation of HMC and/or this can be reasonably expected to happen,
- c) the official permits or approvals required for the event are not submitted or not submitted in time,
- d) the purpose of use specified in the event contract is changed substantially,
- e) the Organiser, when concluding the contract, and in particular when stating the purpose of use in the contract, concealed the fact that the event is organised by or on behalf of a political party or a religious or "pseudo-religious" association,
- f) the Organiser breaches and/or is likely to breach statutory regulations, in particular those relating to the venue, or official requirements and orders,
- g) the Organiser breaches and/or is likely to breach any of the obligations set out in Clause 11,
- h) the Organiser fails to comply with its statutory and official or contractually agreed information, notification and payment obligations towards HMC or towards authorities, the fire brigade or medical and rescue services or the GEMA / GVL and/or this is to be expected, provided that such statutory and official obligations relate to the event,
- i) the Organiser has failed to prove, or prove in time, that it has taken out the insurance required according to Clauses 15.1 and 15.2 and/or any other contractually agreed insurance,

- j) the Organiser's insolvency and/or excessive indebtedness is imminent or becomes apparent and/or has occurred.

The assessment whether an infringement is to be expected is made by HMC at its reasonable discretion. In the cases of letters a) to i) above, termination and/or withdrawal by HMC are only permissible after unsuccessful expiry of a period of time set for remedy or after an unsuccessful warning. Section 314(2), sentences 2 and 3 of the German Civil Code apply accordingly. Section 314(3) of the German Civil Code does not apply; the parties are therefore not bound by a period of notice for termination and/or withdrawal.

Deadline announcements, warnings or withdrawal and/or termination notices must be submitted in text form at the least to be effective (section 126b of the German Civil Code).

- 13.2 If HMC exercises its right for one of the reasons stated in Clause 13, lit. 1 a) to 1 j), HMC retains the right to claim payment of the agreed fees unless the Organiser has not acted culpably. However, HMC must deduct any expenses saved. The Organiser may submit proof that no damage or reduction in value has occurred to HMC or that these are substantially lower than the agreed compensation.

- 13.3 In case of breach of material contractual obligations or violation of safety regulations or in situations of imminent danger, HMC may refuse the Organiser and its visitors, etc. access to the venue and to the campus or may ask the Organiser to vacate and return the premises. If the Organiser fails to comply with such a request, HMC may have the premises vacated at the Organiser's cost and risk. Clause 13.2 applies mutatis mutandis to the Organiser's obligation to pay the fee.

### **14. Organiser's liability**

- 14.1 The Organiser is liable for all damages incurred by HMC which are caused by the Organiser, its agents and servants, Event attendees, suppliers, visitors, guests or other third parties in connection with the Event. This liability applies equally to damages caused by riots and mob violence. The Organiser's liability includes incidents where the Organiser cannot be held responsible for culpable behaviour when selecting its vicarious agents.

- 14.2 The Organiser irrevocably indemnifies HMC against all third-party claims raised in connection with the Event to the extent that the Organiser, its agents and servants, or to its guests and visitors are to be held responsible. This indemnity obligation includes any fines or administrative penalties levied by the authorities in connection with the Event (e.g. for disturbance of the peace, blocking of escape routes, exceeding permissible visitor numbers, failure to comply with smoking bans) which are imposed on HMC as the operator of the venue. The Organiser shall further indemnify HMC against all claims arising from the fact that the Event or any advertisements for the Event infringe the rights of third parties (especially copyrights, image rights, rights to names, trademark rights, competition rights and personal rights) or violate other statutory provisions. This indemnity obligation includes any costs of formal cease-and-desist warnings, court costs, and costs of legal proceedings.

- 14.3 The Organiser shall return the event area provided to it by HMC in the same condition in which the Organiser had received it from HMC, and shall be liable for returning, in perfect condition and in the correct quantity, all items borrowed from HMC (including equipment, keys and systems).
- 14.4 Any securities provided by the Organiser shall serve as security for all claims of HMC arising from and in connection with the contract for the Event, even if there is a limit to the purposes indicated for the security deposits.
- 15. Insurance / Indemnification**
- 15.1 The Organiser shall take out sufficient third-party liability insurance, including basic environmental coverage, with the following minimum sums insured:
- a) Personal injury and property damage: 5 million euro (five million euro)
  - b) Financial losses: 100,000 euro (one hundred thousand euro).
- 15.2 The Organiser shall provide HMC with a cover note as proof of insurance cover at the latest four weeks before the start of the Event.
- 15.3 Where possible under the terms of the insurance policy, all claims against the insurance companies which arise in connection with damage to the subject matter of the contract or to other property owned by HMC are hereby assigned in advance to HMC, and HMC hereby accepts such assignment.
- 15.4 Where third parties raise claims against HMC, the Organiser shall indemnify HMC and hold HMC harmless upon first demand against all claims resulting from the Organiser's action or failure to act which caused the liability, in particular from culpable violation of any of the Organiser's contractual obligations.
- 15.5 HMC shall indemnify the Organiser and hold the Organiser harmless against any third-party claims, provided and to the extent that HMC is liable to the Organiser and HMC's action or failure to act or that of its organs and / or agents is the sole basis for the claim.
- 16. HMC's liability**
- 16.1 HMC shall be liable for: (a) any damage caused by intent or gross negligence; (b) any intentional or negligent injury to life, limb or health of an individual; (c) any claims based on statutory product liability; and (d) to the extent that a defect has been maliciously concealed or there is an explicit guarantee for the properties of an item. HMC shall only be liable for the culpability of its legal representatives and executive employees where there is a breach of material contractual obligations (cardinal obligations), injury to life, body or health, or intent or gross negligence of HMC's legal representatives and executive employees. Material contractual obligations (cardinal obligations) are those whose fulfilment is necessary to achieve the objective of the contract.
- 16.2 In case of simple negligence HMC is liable only in case of violation of a material obligation or in case of injury to life, limb or health of an individual. The liability of HMC is limited to foreseeable damage that is typically to be expected.
- 16.3 To the extent that liability is excluded or limited under the provisions of these General Terms and Conditions for Events, the same shall apply for HMC's vicarious agents. HMC may be held liable for its vicarious agents' fault or negligence without being able to seek discharge due to its fault in the choice of agent (culpa in eligendo).
- 16.4 HMC cannot be held liable for pre-existing defects, regardless of negligence or fault, pursuant to section 536a (1) of the German Civil Code (BGB). In this respect, HMC cannot be held liable for the property of the Organiser or for any consequential damages incurred by the Organiser.
- 16.5 Any damage must be reported promptly to HMC and, where applicable, to the police. Any compensation for damages for which HMC is liable according to the above clauses shall be limited to the current market value and be subject to submission of written proof of the purchase costs. Compensation for damages is excluded if HMC's insurance company refuses to accept the claim on the basis that the Organiser failed to report the damage in due time. Generally the liability of HMC shall be limited to the amounts covered by the respective insurance of HMC.
- 17. Defects / set-off and retention**
- 17.1 A reduction of charges for defects will only be considered if HMC is given written notification of the defects or of the intention to claim a reduction during the period of provision of the premises and is properly documented.
- 17.2 The Organiser cannot make any claims or raise any objections on the basis that other events, including similar or comparable events, are being held at the CCH or on the exhibition campus at the same time as its Event.
- 17.3 HMC shall not be liable for damages caused by measures taken to ensure the smooth execution of the Event or to maintain security, public safety and order. HMC shall not be liable for cases of ordinary negligence if an Event is curtailed, cancelled or discontinued on the instructions of HMC due to an error of judgement in the assessment of risks. Clause 16.1 applies accordingly.
- 17.4 HMC does not accept liability for loss of objects, equipment, installations or other valuables brought in by the Organiser or by third parties or visitors on the Organiser's instructions, unless HMC has undertaken to keep said items safe and has charged a fee for this service. In the event of deposit against payment, item 16 applies accordingly. In case of deposit free of charge, sections 690, 277 of the German Civil Code apply. If HMC has provided space for items brought in by the Organiser, these items are stored at the Organiser's sole risk. The provision of storage space does not establish a deposit contract. At the Organiser's request HMC will provide special security services on a case-by-case basis at the Organiser's expense.
- 17.5 The Organiser acknowledges that the premises hereunder are located in an inner-city area and adjacent to hotels with restaurants and other business operations. The Organiser enters into the Contract acknowledging the above circumstances. As a result, any detrimental effects resulting from the location, including noise, odours and dust as well as vibrations to the extent admissible under public law do not constitute a defect. In addition, any

claims to cease and desist, for damages or for compensation as well as all other rights against HMC and / or third parties, in particular Freie und Hansestadt Hamburg, are explicitly excluded. However, this does not apply to those rights and claims of the Organiser's which result from a violation of applicable legal provisions.

- 17.6 The Organiser may only claim a set-off against HMC if the Organiser's counterclaims are established as final and absolute by judicial ruling, undisputed or acknowledged by HMC.

**18. Domiciliary rights**

- 18.1 The House Rules of HMC apply to the venues and all surrounding outdoor spaces (concourses, etc.) and parking areas. HMC may exercise its domiciliary rights vis-à-vis the Organiser, its visitors and third parties during the period of use. HMC exercises its domiciliary rights through authorised individuals provided with special identity cards. The Organiser shall grant HMC's authorised personnel free access to the premises used by the Organiser to exercise HMC's domiciliary rights at any time.

- 18.2 The Organiser and its Event Manager are required to ensure implementation of and compliance with the House Rules by their visitors, employees and agents, etc. The Event Manager appointed by the Organiser shall keep a list of all third-party firms and artists and their employees and other staff involved in the Event. All employees and other staff involved in the Event must be able to state their identity at any time by giving their name and the name of the firm to which they belong.

The Organiser must ensure that no individuals linger in the areas around the venues and in the surrounding outdoor spaces (concourses, etc.) and parking areas, and that no groups of persons gather in such a way as to have a potentially detrimental effect on the reputation or public image of HMC and/or on its business relations.

- 18.3 A general ban on smoking is in force on the premises. This does not apply to the outdoor spaces or to any areas specifically designated as smoking areas. The Organiser is obliged to enforce the smoking ban on all persons attending the Event on the HMC site, especially visitors. In case of violation the Organiser shall take the necessary measures to prevent any further violation.

**19. Production of sound, film and photo recordings**

- 19.1 HMC has the right to produce, or arrange for the production of, photo, film and / or sound recordings and drawings of Event activities or of objects exhibited or used at Events, for the purposes of documentation or reporting or for use in its own publications (e.g. on the Internet and in advertisements), without owing the Organiser any compensation, provided that the Organiser raises no written objections.

- 19.2 HMC emphasises that audio recordings, film recordings, photographs and recordings and broadcasts of any other kind from the event (whether by radio, TV, Internet, loudspeaker or otherwise) are prohibited unless the copyright and ancillary copyright owners' consent has been obtained. Obtaining such consent is the Organiser's exclusive responsibility. In certain situations, HMC may prohibit audio or film recordings or photography or any other type of recordings, or transmission or broadcasting of any such recordings, for objective reasons.

- 19.3 Whenever audio, photo and/or film recordings are made at the venue with HMC's consent, it is prohibited to obstruct or interfere with these recording activities in any way.

- 19.4 The Organiser must inform all persons entering the venue or present at the venue of the possibility of photographs, film, video and sound recordings being made by HMC or third-party contractors for the purposes of reporting, advertising and documentation. Visitors may not prevent, obstruct or hamper such recordings. Furthermore, the Organiser must ensure that visitors entering the premises give their consent to the above-mentioned purposes (GDPR, Art.6(1)(a); Artistic Copyright Act, Section 22(1)). Visitors must be informed that they may withdraw their consent for the future at any time and/or object to the use of their data by contacting [datenschutz@hamburg-messe.de](mailto:datenschutz@hamburg-messe.de).

**20. Non-disclosure and confidentiality agreement**

The Organiser agrees to treat all information which becomes known to him as a result of and in connection with the cooperation with HMC as strictly confidential and not to disclose it to third parties, even after the end of the contract. This does not apply if the information is publicly accessible and/or if there is a legal obligation to disclose it. In the event of violations, Clause 11.16 applies accordingly.

**21. Data privacy**

HMC will process the Organiser's personal data (where applicable with the assistance of service providers) for the purpose of fulfilling the contract. HMC may in addition use such data for purposes of customer service, in particular to provide the Organiser with relevant event information via e-mail. This is done in strict compliance with applicable data protection legislation.

The Organiser has a right to information, correction, deletion or blocking of his or her personal data. In the event that the Organiser should wish to erase her/his personally identifiable data stored at HMC, this request will be complied with promptly unless such erasure conflicts with any documentation or retention obligations. The Organiser may at any time object to use of his or her personally identifiable data for the above purposes, or withdraw any consent given previously [[privacy@hamburg-messe.de](mailto:privacy@hamburg-messe.de)] without incurring any costs other than the costs of data transfer based on applicable base rates.

Further information on data privacy is available at: <http://hamburg-messe.de/privacy-policy>. The HMC Data Privacy Officer may likewise be contacted via the above link.

**22. Final provisions**

- 22.1 Should any provision in these Terms and Conditions for Events be or become invalid or impracticable, this shall not affect the validity of the other provisions in these Terms and Conditions for Events.

- 22.2 In case of any inconsistencies between the German and English versions of these Terms and Conditions for Events, the German version shall prevail.

- 22.3 The place of performance for all claims arising from the contract is Hamburg (-Mitte). Provided that the Organiser is a merchant, a legal entity under public law or a special fund under public law or has no general place of

jurisdiction in Germany, Hamburg (-Mitte) is hereby agreed as the place of jurisdiction for all disputes arising from the contractual relationship. However, HMC reserves the right to take legal action at the Organiser's general place of jurisdiction.

22.4 These Terms and Conditions for Events and the contract are governed solely by German law, excluding private international law and the United Nations Convention on Contracts for the International Sale of Goods and German law governing conflict of jurisdiction.

22.5 Any changes or amendments hereto as well as the cancellation of the contract or its components require at least the text form.

[www.hamburg-messe.de](http://www.hamburg-messe.de) / [www.cch.de](http://www.cch.de)

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